

February 28, 2023



AGENDA ITEM 9C

CRTPA Local BILLING

TYPE OF ITEM: Information

STATEMENT OF ISSUE

This item presents the local governments' proportionate share of operating costs (**Attachment 1**) over and above the expenses covered by federal and state grants for Fiscal Years (FYs) 2019 through 2023.

BACKGROUND

Article 7, Section 7.01, of the Interlocal Agreement states it is the responsibility of the CRTPA to establish in the Bylaws procedures and operational policies governing funding allocations other than the federal money appropriated through the Florida Department of Transportation. Section VIII of the Bylaws (September 2021) establishes that each member government shall pay a proportional share of unfunded costs based on population. (**Attachment 2**)

The local governments' proportional share has been calculated for the state and federal contracts from FYs 2019 through 2022. The total unfunded cost is \$56,694. A majority of the cost (\$44,191) is the local government match contribution required by the Federal Transit Authority 5305 grant. The remainder (\$12,503) is associated with ineligible expenses pursuant to federal and state requirements.

Due to the Pandemic, the FYs 2019 and 2020 true-up billing to the local governments was deferred. The CRTPA finalized the FYs 2021 and 2022 contracts in December 2022, and accordingly calculated the local governments' proportionate share. Note, the FTA match requirements were revised in Fiscal Year 21 and the local and state governments contribution was replaced with a toll credit soft match. Additionally, in accordance with the Bylaws, the anticipated future proportionate share costs are included for the current contract cycle of FYs 2023 and 2024.

RECOMMENDED ACTION

No action required as this is an informational item.

ATTACHMENT

Attachment 1: Local Governments' Proportionate Share Calculations

Attachment 2: Interlocal Agreement (2014) and CRTPA Bylaws (Adopted September 2021)

2021 POPULATION ESTIMATE AND % OF TOTAL			FY19 - FY22	Fiscal Years		Fiscal Years
			4-YR TOTAL	2019 & 2020	2021 & 2022	2023 & 2024
			\$ 56,694	\$ 35,476	\$ 21,218	\$ 9,000
Gadsden County	43,813	11.27%	\$ 6,391	\$ 3,999	\$ 2,392	\$ 1,015
Chattahoochee	2,741	6.26%	\$ 400	\$ 250	\$ 150	\$ 63
Greensboro	471	1.08%	\$ 69	\$ 43	\$ 26	\$ 11
Gretna	1,365	3.12%	\$ 199	\$ 124	\$ 75	\$ 32
Havana	1,777	4.06%	\$ 259	\$ 162	\$ 97	\$ 41
Midway	3,617	8.26%	\$ 528	\$ 330	\$ 198	\$ 84
Quincy	7,886	18.00%	\$ 1,150	\$ 720	\$ 431	\$ 183
Unincorporated	25,956	59.24%	\$ 3,786	\$ 2,369	\$ 1,417	\$ 601
TOTAL	100.00%		\$ 6,391	\$ 3,999	\$ 2,393	\$ 1,015
Jefferson County	14,590	3.75%	\$ 2,129	\$ 1,332	\$ 797	\$ 338
TOTAL	100.00%		\$ 2,129	\$ 1,332	\$ 797	\$ 338
Leon County	295,921	76.14%	\$ 43,168	\$ 27,012	\$ 16,156	\$ 6,853
Tallahassee	198,371	67.04%	\$ 28,938	\$ 18,107	\$ 10,831	\$ 4,594
Unincorporated	97,550	32.96%	\$ 14,230	\$ 8,905	\$ 5,325	\$ 2,259
TOTAL	100.00%		\$ 43,168	\$ 27,012	\$ 16,156	\$ 6,853
Wakulla County	34,311	8.83%	\$ 5,005	\$ 3,132	\$ 1,873	\$ 795
TOTAL	100.00%		\$ 5,005	\$ 3,132	\$ 1,873	\$ 795
TOTALS	388,635		\$ 56,694	\$ 35,476	\$ 21,219	\$ 9,000

**AMENDED INTERLOCAL AGREEMENT CONCERNING THE FORMATION AND
OPERATION OF THE
CAPITAL REGION TRANSPORTATION PLANNING AGENCY**

THIS AMENDED INTERLOCAL AGREEMENT is made and entered into this 13th day of MARCH, 2014, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter DEPARTMENT); the COUNTIES OF GADSDEN, JEFFERSON, LEON and WAKULLA; the CITIES OF CHATTAHOOCHEE, GRETNA, MIDWAY, QUINCY, TALLAHASSEE; the TOWNS OF GREENSBORO and HAVANA; and the LEON COUNTY SCHOOL BOARD.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 U.S.C. and 49 U.S.C. requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area; and further requires the State Transportation Agency and the Metropolitan Planning Organization (MPO) to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, 23 United States Code 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), and the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141), 49 United States Code 5303-5307, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 U.S.C., 49 U.S.C., 23 CFR 450 and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population (including the central city or cities) in the metropolitan area to designate a Metropolitan Planning Organization; and

WHEREAS, pursuant to Section 339.175(4), Florida Statutes, the Governor shall, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable MPO among the various governmental entities within the area; and

WHEREAS, pursuant to 23 CFR 450 and Section 339.175(2)(b), Florida Statutes, an Interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the MPO. The signatories to the Interlocal agreement shall be the Department and the governmental entities designated by the Governor for membership on the MPO; and

WHEREAS, on June 21, 2004, the Board of the Tallahassee-Leon County Metropolitan Planning Organization approved a resolution changing the name of the MPO to the Capital Region Transportation Planning Agency (the CRTPA), without any change to its legal organization; and

WHEREAS, on January 12, 2009, the CRTPA Board approved a reapportionment plan in accordance with the revised Planning Area Boundary to include all of Gadsden, Jefferson, Leon and Wakulla Counties, which reapportionment plan was subsequently submitted to the Governor for approval; and

WHEREAS, pursuant to Section 339.175(4), Florida Statutes, in a letter dated March 17, 2011, the Governor has agreed to the apportionment plan; and

WHEREAS, the Interlocal agreement is required to create the CRTPA and delineate the provisions for operation of the CRTPA as the MPO for this region; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175, Florida Statutes;

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the Interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to Interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

BOARD shall mean the governing board of the CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA).

Congestion Management System as defined by the Federal Highway Administration means a systematic process for managing congestion that provides information on transportation system performance and on alternative strategies for alleviating congestion and enhancing the mobility of persons and goods to levels that meet state and local needs.

CRTPA means the Capital Region Transportation Planning Agency, which is the MPO formed pursuant

to this Agreement

DEPARTMENT shall mean and refer to the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Functional Classification means the assignment of roads into systems according to the character of service they provide in relation to the total road network using procedures developed by the Federal Highway Administration.

Long-Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 U.S.C. 134(c), 23 CFR 450, and Section 339.175(7), Florida Statutes.

Metropolitan Area means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population as described in 23 U.S.C., 49 U.S.C., and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means Metropolitan Planning Organization and refers to the CRTPA which is the MPO formed pursuant to this Agreement.

Transportation Improvement Program (TIP) is the is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C., 49 U.S.C, 23 CFR 450 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description of each planning task and an estimated budget therefore and must comply with applicable state and federal law, all as required by 23 CFR 450 and Section 339.175(9), Florida Statutes.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the Capital Region Transportation Planning Agency:

(a) To assist in the safe and efficient management, operation, and development of surface transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and freight within and through this metropolitan area of this state, foster economic growth and development within and through urbanized areas of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption, air pollution, and greenhouse gas emissions through metropolitan

transportation planning processes;

(b) To develop transportation plans and programs, in cooperation with the state and public transit operators, which plans and programs provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in section 334.046(1), Florida Statutes;

(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that considers all modes of transportation based on the complexity of the transportation problems to be addresses and results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To ensure that the process is integrated with the statewide planning process, the MPO shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state and regional transportation functions;

(e) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. and 49 U.S.C.; and

(f) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. and 49 U.S.C.; 23 CFR 420 and 450, and 49 CFR Part 613; and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The Long-range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area and cooperate with the Department in the development of all other transportation management systems as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (g) Execute all agreements or certifications necessary to comply with applicable state or federal law;
- (h) Represent all the jurisdictional areas within the metropolitan area in the formulation of

transportation plans and programs required by this section; and

- (i) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. MPO decisions coordinated with the DEPARTMENT and consistent with comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State and to assure the compatibility of all components, including multimodal facilities. Section 339.155, Florida Statutes, requires the Department to develop and update at least once every 5 years, or more often as necessary, to reflect substantive changes to federal or state law, a statewide transportation plan, which established and defines the state's long-range transportation goals and objectives to be accomplished over a period of at least 20 years within the context of the State Comprehensive Plan, and considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the parties to this Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. The parties to this Agreement acknowledge that actions taken pursuant to this Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Capital Region Transportation Planning Agency (CRTPA).

Section 3.02. Effect on Prior Interlocal Agreement. This Agreement supercedes and replaces the November 15, 2004, Interlocal Agreement between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTIES OF GADSDEN, LEON AND WAKULLA; the CITIES OF QUINCY, MIDWAY and TALLAHASSEE; the TOWN OF HAVANA; and the LEON COUNTY SCHOOL BOARD, upon the effective date of this Agreement. The November 15, 2004 Interlocal Agreement superceded and replaced the October 16, 2000, Interlocal Agreement between THE DEPARTMENT OF TRANSPORTATION, LEON COUNTY, THE CITY OF TALLAHASSEE and THE LEON COUNTY SCHOOL BOARD. Notwithstanding the foregoing, the legal existence of the MPO shall be continuous and all lawful and valid acts of the MPO and its Board and officials prior to the date of this Agreement are hereby ratified and acknowledged as valid and binding acts of the CRTPA.

Section 3.03. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.04. Governing board to act as policy-making body of MPO. The governing board established

pursuant to Section 4.01 of this Agreement shall be the policy-making body of the MPO responsible for cooperative decision-making of actions taken by the MPO. The governing board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

Section 3.05. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents in its possession relating to the metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

Section 3.06. Rights of review. All parties to this Agreement, and the affected federal funding agency (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment of MPO projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The voting membership of the MPO shall consist of representatives from the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, and Tallahassee; the Towns of Greensboro and Havana; the Leon County School Board. .

(1) The apportionment of the membership of the MPO is based on population distribution among the above members, using weighted voting as specifically outlined in the CRTPA bylaws. For Leon County and the City of Tallahassee, the number of voting points is determined by the number of voting members as agreed upon by the Leon County Board of County Commissioners and the City of Tallahassee respectively.

(2) Representatives of the Department shall serve as nonvoting advisers to the MPO. The MPO may also provide for other non-voting advisors as outlined in the MPO bylaws.

(3) The Board shall have the authority to adopt bylaws concerning the governance and management of the CRTPA, including provisions governing Board meetings and votes, the authority of Board officers and the authority of CRTPA officials. The bylaws shall address:

(A) The weighted votes assigned to each member from the County Commission designated by Leon County and each member from City Commission to be designated by the City of Tallahassee.

(B) The weighted votes assigned to each representative of any consolidated membership of the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, and Tallahassee; and the Towns of Greensboro and Havana.

(C) Substitution and replacement of Board members.

(D) Such other matters as are necessary or convenient for the administration of the MPO.

(b) The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the effected units of general-purpose local government as required

by federal rules and regulations. The Governor, in accordance with 23 USC 134, may also provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the MPO.

(c) All voting representatives shall be elected officials of general purpose local governments, except that an MPO may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. As used in this section, the term “elected officials of a general-purpose local government” shall exclude constitutional officers, including sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials. Where all members of a governing board of the county, the city, or authority are to be voting representatives on the MPO, each member shall become a representative on the MPO upon entering office. Otherwise, individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

(d) In no event shall the county commission representatives constitute less than one-third of the weighted vote of the MPO, except for an MPO with more than 15 members located in a county with a 5-member county commission or an MPO with 19 members located in a county with no more than 6 county commissioners, in which case county commission members may compose less than one-third percent of the MPO membership, but all county commissioners must be members.

(e) County commissioners shall compose not less than 20 percent of the MPO membership if an official of the agency that operates or administers a major mode of transportation has been appointed to an MPO.

(f) In metropolitan areas in which authorities or other agencies have been or may be created by law to perform transportation functions and are performing transportation functions that are not under the jurisdiction of a general-purpose local government represented on the MPO, they shall be provided voting membership on the MPO. Consortiums of municipalities may organize to appoint voting members who alternate each year.

(g) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within 60 days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms. Where Counties and Cities have elected to consolidate their memberships and weighted vote, the term of the representative member or members shall be no less than one year from the date of designation by the consolidated entity represented by the member or as outlined in the CRTPA bylaws.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all

rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175 (5) and (6), Florida Statutes.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

(a) As provided in Section 339.175(6)(g), Florida Statutes, the MPO shall have an executive or staff director who reports directly to the MPO governing board for all matters regarding the administration and operation of the MPO and any additional personnel as deemed necessary. The executive director and any additional personnel may be employed either by the MPO or by another governmental entity, such as a county, city, or regional planning council, that has a staff services agreement signed and in effect with the MPO. Each MPO may enter into contracts with local or state agencies, private planning or private engineering firms, or other public or private entities to accomplish its transportation planning and programming and administrative functions;

(b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept gifts, grants, assistance funds, or bequests;

(e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable state laws, rules and regulations; and

(f) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(6)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(6)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(9), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation

planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, and consistent with Chapter 339.175, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(10)(a), Florida Statutes, the MPO shall enter into written agreements, which shall be reviewed, and updated as necessary, every 5 years with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Prepare the Long-Range Transportation Plan;

(h) In cooperation with the Department, prepare the Transportation Improvement Program;

(i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;

(j) Prepare a congestion management system for the metropolitan area and cooperate with the Department in the development of all other transportation management systems required by state or federal law;

(k) Assist the Department in mapping transportation planning boundaries required by state or federal law;

(l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;

(m) Execute all certifications and agreements necessary to comply with state or federal law;

(n) Represent all the jurisdictional areas within the metropolitan area in the formulation of transportation plans and programs;

(o) Perform such other tasks presently or hereafter required by state or federal law; and

(p) Adopt operating rules and procedures.

ARTICLE 6 ADMINISTRATION

Section 6.01. Generally. In addition to its function as the policy-making body of MPO, the Board shall have responsibility to approve the official MPO reports and take the official MPO actions required by Section 339.175, Florida Statutes. The Board Chairman shall serve as the principle administrative officer of the Board and shall have such additional duties and authority as described in the MPO bylaws. An Executive Director shall serve as the principal administration of MPO operations and staff, shall have responsibility for advising the Board regarding official MPO business and administration. The Executive Director shall have responsibility for the day-to-day administration of MPO operations, supervision of MPO staff, consultants and contractors, establishment of procedures and operational policies governing MPO administration and staff, and such other responsibilities as are set forth in the MPO bylaws.

Section 6.02. Administrative Support. The MPO shall operate as an independent legal entity, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration. The MPO may contract for office space and administrative support and, alternatively or additionally, enter into arrangements with one or more of the member cities or counties for such purposes, setting forth the nature, scope and terms of service and method of compensation therefore. Such compensation may be by direct payment, by credit against monies due under Section 7.01, or a combination thereof.

Section 6.03. Recommendations and Reports. The Executive Director shall have responsibility to ensure that the Board timely receives all necessary and appropriate recommendations and reports for the efficient performance of the MPO's obligations. Unless otherwise provided by law or MPO bylaws, all recommendations and reports by MPO staff, consultants, contractors, committees and advisory bodies shall be directed to the Executive Director, who will thereafter formulate a recommendation(s) or report to the Board for consideration and coordinate such staff and other presentations to the Board as appropriate.

Section 6.04 Delegation. The Board may, in accordance with MPO bylaws, delegate authority to one or more of its members to act on behalf of the Board as necessary for the efficient and effective performance of MPO obligations. The MPO bylaws shall provide procedures and criteria for such delegation, which shall ensure that such delegation is limited in scope and time appropriate for the intended purpose and as necessary to comply with law, and is subject to Board ratification or approval whenever practicable. Any such delegation shall be subject to the requirements of the Sunshine Law, when applicable. Additionally, the Board may, in accordance with MPO bylaws, delegate certain duties to the Executive Director, subject to such limitations in scope, direction and supervision by the Board as appropriate for the intended purpose and as necessary to comply with law.

Section 6.05 General Counsel. The MPO may employ a general counsel, who shall serve under contract and at the pleasure of the Board, providing legal counsel and services to the MPO and its Executive Director at the direction of the Board, the Board Chairman and the Executive Director.

ARTICLE 7 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 7.01. Funding. Pursuant to Section 339.175(6)(f), Florida Statutes, the Department shall allocate to the MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds. The MPO will be responsible for the establishment of procedures and operational policies governing all other MPO funding allocations and responsibilities as set forth in the MPO bylaws.

Section 7.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, 49 CFR Part 18, and all other applicable federal regulations.

Section 7.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18 and Chapter 119, Florida Statutes. The Executive Director or his designee shall be the custodian of official MPO records.

ARTICLE 8 MISCELLANEOUS PROVISIONS

Section 8.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 8.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 8.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by mutual agreement of all parties to this Agreement. The Governor shall review the composition of the MPO membership in conjunction with the decennial census as prepared by the United States Department of Commerce, Bureau of Census, and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment by the Governor, this Agreement shall also be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) Withdrawal procedure. Any party, except Leon County and the City of Tallahassee and the United States Bureau of the Census designated center city(ies), may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Withdrawal of one or more members of this MPO shall not result in termination of this Agreement or the MPO. Unless agreed in writing by the remaining members of the MPO, withdrawal by a member shall be effective at the end of the MPO's fiscal year during which the memorandum of withdrawal was received, and any financial or other obligation of the withdrawing member shall remain in effect for the remainder of said fiscal year. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR 450.306(k), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

Section 8.04. Notices. All notices, demands and correspondence required or provided for under this

Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be as provided in the MPO bylaws. All notices to the Department shall be addressed to the District Three Secretary, Florida Department of Transportation, Post Office Box 607, Chipley, Florida 32428.

Section 8.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Renumbering or Revisions to Statutory Provisions. To the extent that any statutory revisions occur between the date of this Interlocal Agreement and its five year review, it is the intent of the CRTPA to incorporate the changes or renumbering of the statutory provisions into this Interlocal Agreement.

(d) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 8.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 8.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 8.08. Effective date; Cost of recordation.

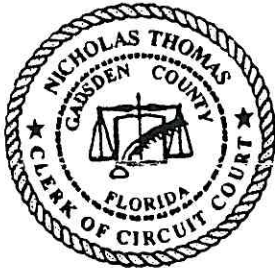
(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. The Counties of GADSDEN, JEFFERSON, LEON and WAKULLA hereby agree to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

Passed and adopted by the Board of County Commissioners of Gadsden County, this 16th day of April, 2013.



Douglas M. Croley
Douglas M. Croley, Chairperson
Board of County Commissioners

ATTEST:
NICHOLAS THOMAS, CLERK OF THE COURT
GADSDEN COUNTY, FLORIDA

BY: *Marcella Blocker, Deputy*

APPROVED AS TO FORM:
GADSDEN COUNTY ATTORNEY

BY: *Deborah Minnis*
Deborah Minnis, Esq.



CERTIFIED A TRUE COPY
NICHOLAS THOMAS, Clerk Circuit Court Gadsden County, Florida.
By *Marcella Blocker, Deputy*
DEPUTY CLERK


(Signature Pages Continue)

Passed and adopted by the Board of County Commissioners of Jefferson County, this 7th day of January 2014.

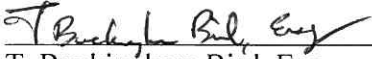


Betsy Barfield, Chair
Board of County Commissioners

ATTEST:
KIRK REAMS, CLERK OF THE COURT
JEFFERSON COUNTY, FLORIDA

BY: 

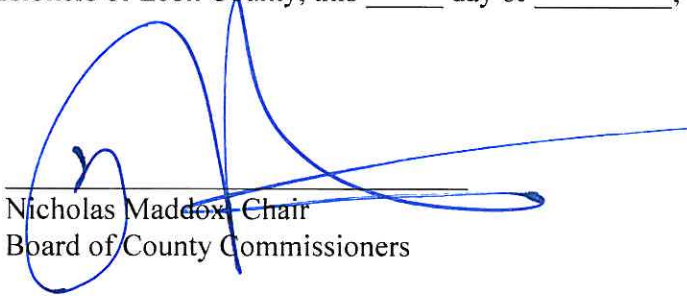
APPROVED AS TO FORM:
JEFFERSON COUNTY ATTORNEY

BY: 

T. Buckingham Bird, Esq.

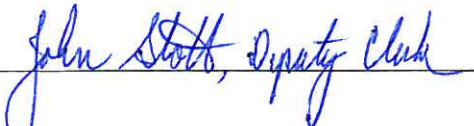
(Signature Pages Continue)

Passed and adopted by the Board of County Commissioners of Leon County, this 9th day of April, 2013.



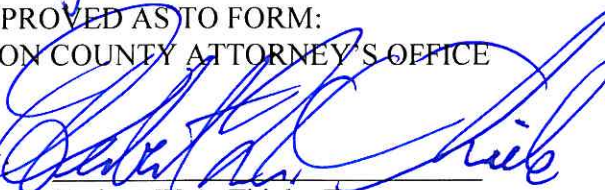
Nicholas Maddox, Chair
Board of County Commissioners

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: 

John Stott, Deputy Clerk

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE


BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

(Signature Pages Continue)

Passed and adopted by the Board of County Commissioners of Wakulla County, this 6 day of MAY, 2013.



Randy Merritt, Chair
Board of County Commissioners

ATTEST:
BRENT X. THURMOND, CLERK OF THE COURT
WAKULLA COUNTY, FLORIDA

BY: B.X. Thurl

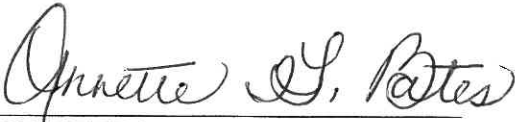


APPROVED AS TO FORM:
WAKULLA COUNTY ATTORNEY

BY: HEA
Heather Encinosa, Esq.

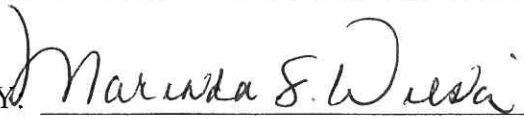
(Signature Pages Continue)

Passed and adopted by the Chattahoochee City Commission, this 9th day of Sept., 2013.

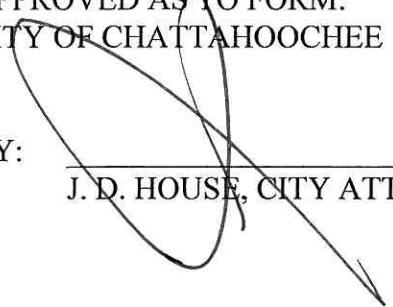


ANNETTE H. BATES
Mayor, City of Chattahoochee

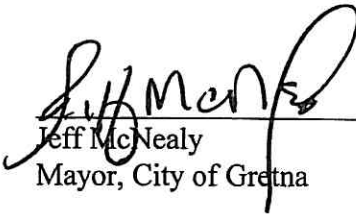
ATTEST:
MARINDA WILSON, TREASURER, CLERK
CITY OF CHATTAHOOCHEE, FLORIDA

BY: 

APPROVED AS TO FORM:
CITY OF CHATTAHOOCHEE

BY: 

Passed and adopted by the Gretna City Commission, this 6th day of August, 2013.

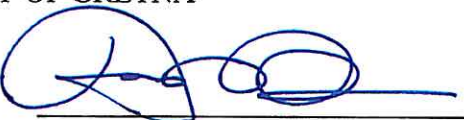


Jeff McNealy
Mayor, City of Gretna

ATTEST:
KAREN CONDRY, CLERK
CITY OF GRETNA, FLORIDA


BY: Karen Condry_____

APPROVED AS TO FORM:
CITY OF GRETNA

BY: 

Harold Knowles, Esq.

Passed and adopted by the Midway City Commission, this 7th day of November, 2013.

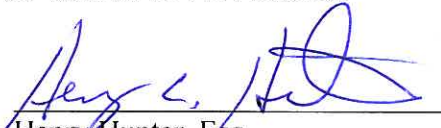


DAVID KNIGHT
Mayor, City of Midway

ATTEST:
FRANCES HARRELL, CLERK
CITY OF MIDWAY, FLORIDA

BY: 

APPROVED AS TO FORM:
CITY OF MIDWAY ATTORNEY

BY: 

Henry Hunter, Esq.


(Signature Pages Continue)

Passed and adopted by the Quincy City Commission, this 24th day of September 2013.




Keith A. Dowdell
Mayor, City of Quincy

ATTEST:
SYLVIA HICKS, TREASURER, CLERK
CITY OF QUINCY, FLORIDA

BY: 

(Signature Pages Continue)

Passed and adopted by the Tallahassee City Commission, this 10th day of April, 2013.



John Marks, Mayor
City of Tallahassee

ATTEST:
JAMES O. COOKE, IV, TREASURER, CLERK
CITY OF TALLAHASSEE, FLORIDA

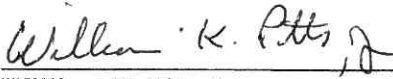
BY: Rent Olson for James O. Cooke, IV

APPROVED AS TO FORM:
CITY OF TALLAHASSEE ATTORNEY'S OFFICE

BY: Lewis E. Shelley
for Lewis E. Shelley, Esq.

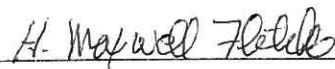
(Signature Pages Continue)

Passed and adopted by the Greensboro Town Council, this 12th day of August, 2013.




William K. Pitts Jr.
Mayor, Town of Greensboro

ATTEST:
H. MAXWELL FLETCHER, TREASURER, CLERK
TOWN OF GREENSBORO, FLORIDA

BY: _____

APPROVED AS TO FORM:
TOWN OF GREENSBORO

BY: _____
Alan Jackson, Esq.

(Signature Pages Continue)

**CERTIFIED
COPY**

BY: Evans
TOWN CLERK

Passed and adopted by the Havana Town Council, this 25th day of June, 2013.

T. J. Davis
T. J. Davis
Mayor, Town of Havana

ATTEST:
SHEILA EVANS, CLERK
TOWN OF HAVANA, FLORIDA


BY: Sheila A Evans

APPROVED AS TO FORM:
TOWN OF HAVANA


BY: Alex Hinson
Alex Hinson, Esq.

(Signature Pages Continue)

Passed and adopted by the School Board of Leon County, this 19th day of November, 2013.


FORREST VAN CAMP, CHAIR
School Board of Leon County

ATTEST:

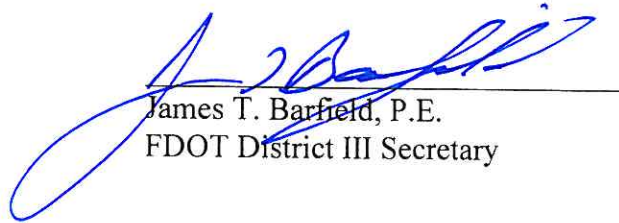
BY: 
Asst. to the Board

APPROVED AS TO FORM:
SCHOOL BOARD OF LEON COUNTY

BY: 
Jeff Wahlen, Esq.

(Signature Pages Continue)

Agreed to by the State of Florida Department of Transportation, this 13th day of MARCH, 2014.




James T. Barfield, P.E.
FDOT District III Secretary

ATTEST:

BY: 
Executive Secretary

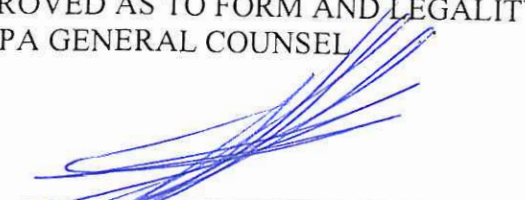
Legal Review:
OFFICE OF THE GENERAL COUNSEL

BY: 
Samuel Henderson, Esq.

(Signature Pages Continue)

APPROVED AS TO FORM AND LEGALITY:
CRTPA GENERAL COUNSEL

BY:



Thornton Williams, Esq.

**CAPITAL REGION TRANSPORTATION PLANNING AGENCY
REVISED BYLAWS, POLICIES
AND PROCEDURES**

Revised September 29, 2021

- I. Organization Name**
- II. Preamble**
- III. Purpose**
- IV. CRTPA Bylaws**
- V. CRTPA General Policies**
- VI. CRTPA Specific Policies**
- VII. CRTPA Long-Range Transportation Plan Amendment**
- VIII. Funding**
- IX. Notices**

I. Organization Name

The name for the Metropolitan Planning Organization (MPO) is the Capital Region Transportation Planning Agency (CRTPA).

II. Preamble

The following sets forth the Bylaws, Policies and Procedures that shall serve to guide the proper functioning of the urban transportation planning process by the CRTPA. The intent is to provide policies and procedures for the CRTPA and its Standing Committees for fulfilling the requirements of the Interlocal Agreement that creates the CRTPA; the applicable provisions of federal law; and the applicable provisions of Chapter 339.175, Florida Statutes. Any interpretations of the Interlocal Agreement by these bylaws shall be the preferred interpretation for the CRTPA unless there is a direct and express conflict with the Interlocal Agreement. Furthermore, all provisions contained in these Bylaws shall be interpreted to be consistent with all applicable state and federal law.

III. Purpose

Pursuant to Section 339.175, Florida Statutes, the purpose of the CRTPA is:

- A. To assist in the safe and efficient management, operation, and development of surface transportation systems embracing various modes of transportation in a manner that will serve the mobility needs of people and freight and foster economic growth and development within and through urbanized areas of this state while minimizing transportation-related fuel consumption, air pollution, and greenhouse gas emissions through metropolitan transportation planning processes;
- B. To develop, in cooperation with the state and public transit operators, transportation plans and programs for metropolitan areas. The plans and programs for each metropolitan area must provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities that will function as an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in s. 334.046(1);
- C. To ensure that the process is integrated with the statewide planning process the CRTPA shall implement and ensure a continuing, cooperative, and comprehensive transportation planning process that considers all modes of transportation based on the complexity of the transportation problems to be addresses and results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Florida Department of Transportation (“Department”);
- D. To ensure that the process is integrated with the statewide planning process the CRTPA shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state and regional transportation functions. For the purpose of this section, those facilities on the Strategic Intermodal System designated under s. 339.63 and facilities for which projects have been identified pursuant to s. 339.2819(4).

IV. CRTPA Bylaws

A. Membership and Board Membership

- 1. As designated by the Governor of the State of Florida, and as reflected in Article 4, Section 4.01(a) of the 2014, Interlocal Agreement, the CRTPA shall consist of voting representatives from Leon County, Gadsden County, Jefferson County, and Wakulla County; the City of Tallahassee, the City of Midway, the City of Quincy, the City of Chattahoochee, the City of

Greensboro, the City of Gretna, and the Town of Havana; the Leon County School Board; and one non-voting representative from the Department of Transportation.

The weighted vote of the voting members is as follows:

Governmental Entity	Number of Members	Voting Points
Leon County School Board	1	1
Jefferson County ¹	1	4
Gadsden Cities ²	1	5
Wakulla County ³	1	8
Gadsden County	1	8
Leon County ⁴	-	37
City of Tallahassee ⁵	-	37
Total		100

¹The County Representative will also represent the City of Monticello.

²The Cities of Chattahoochee, Greensboro, Gretna, Havana, Midway and Quincy will consolidate their membership and weighted vote into one membership.

³The County Representative will also represent the Cities of St. Marks and Sopchoppy.

⁴The number of voting members is determined by the Leon County.

⁵The number of voting members is determined by the City of Tallahassee.

As provided in Section 4.01(a)(1) of the Interlocal Agreement, for Leon County and the City of Tallahassee, the number of voting points is determined by the number of voting members as agreed upon by the Leon County Board of County Commissioners and the City of Tallahassee respectively.

2. The City of Tallahassee and Leon County commissions may change the number of their members to serve as members of the CRTPA Board no more than once annually. Similarly, Cities consolidating their memberships and weighted vote may reverse such consolidation no more than once annually. Should any membership adjustments be made pursuant to this section, the governmental entity shall notify the Executive Director of the CRTPA in writing of such change. The written notice shall specifically reference this section as the basis for the change.

3. Board members from participating governments which have one voting member may designate an alternative member of that government to vote in the absence of the appointed member. Such designation may be changed no more frequently than annually, unless the alternate leaves office. A

participating governmental entity that selects an alternative member shall notify the CRTPA in writing of that selection. No Board Member may vote by proxy.

4. As provided by Section 6.04 of the Interlocal Agreement, the Board may delegate authority to one or more of its members to act on behalf of the Board and may delegate certain duties to the Executive Director.
 - a. Delegation to one or more Board Members shall be pursuant to a majority vote of the Board, which shall identify the member(s) to whom authority is delegated, specify the scope (and time period if appropriate) for the delegation, and whether action of the Board member(s) shall be subject to Board ratification or approval. Any such delegation shall be subject to the requirements of the Sunshine Law, when applicable. The scope and time period of the delegation shall be appropriate for the intended purpose, and shall be limited as necessary to comply with law. When practicable, the action of the Board members shall be subject to Board ratification or approval.
 - b. Delegation to the Executive Director shall be pursuant to a majority vote of the Board, which shall specify the scope, direction and purpose for the delegation and whether the action of the Executive Director shall be subject to ratification or approval of the Board, Board members or the Chairperson. Delegation to the Executive Director shall be subject to such limitations in scope, direction and supervision by the Board as appropriate for the intended purpose and as necessary to comply with law.

B. Membership Term of Office

1. The membership and terms of elected officials as voting members of the CRTPA Board shall be as prescribed in Section 339.175(3) and (4), Florida Statutes, and Sections 4.01 and 4.02 of the Interlocal Agreement. Board members from participating governments which have one voting member may appoint a substitute member to serve as a member of the CRTPA Board no more frequently than once annually, unless the member leaves office.
2. The term of office of members of the CRTPA shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four-year terms. Where Counties and Cities have elected to

consolidate their memberships and weighted vote, the term of the representative member or members shall be no less than one year from the date of designation by the consolidated entity represented by the member.

3. Any governmental entity performing any actions under this section shall notify the CRTPA in writing of such actions.
4. The CRTPA may also provide for other non-voting advisors as needed.

C. Officers and Duties

1. The CRTPA Board shall hold an annual organizational meeting no later than the last Board meeting of the calendar year for the purpose of electing the following officers from its voting membership:
 - Chairperson
 - Vice-Chairperson
 - Representative to the Florida Metropolitan Planning Organization Advisory Council
 - Alternate representative to the Florida Metropolitan Planning Organization Advisory Council

The Chairperson and Vice-Chairperson shall be members of different member governments.

2. Officers shall be elected by a majority of the votes of members present at the organizational meeting. The Chairperson and Vice-Chairperson shall serve a term of one year. The representative and alternate to the Florida Metropolitan Planning Organization Advisory Council shall serve a term of three years.
3. The Chairperson shall preside at all meetings and shall sign official documents of the CRTPA. In the event of the Chairperson's absence, or at the Chairperson's direction, the Vice-Chairperson shall assume the powers and duties of the Chairperson. In the absence of both a Chairperson and Vice-Chairperson at a regular or special Board meeting, a temporary Chair shall be elected by majority vote at said meeting to serve as Chairman of the meeting, for this meeting alone. The Chairperson shall:
 - a. Sign, on behalf of the CRTPA, resolutions, contracts, deeds, certifications, vouchers and all other instruments whether relating to real or personal property or otherwise;

- b. Appoint subcommittees as needed;
 - c. Approve or revise the final agenda presented by the Executive Director;
 - d. Accept agenda items from other CRTPA members with advice of the Executive Director to ensure that the addition is submitted on a timeline that allows them to be fully staffed and distributed with the regular agenda materials;
 - e. Draft the annual performance evaluation of the Executive Director, distribute it to CRTPA membership for comments, and develop the final evaluation for CRTPA approval;
 - f. Have authority to approve CRTPA expenditures of greater than \$5,000, but no greater than \$25,000;
 - g. Have authority to approve certain personnel actions, such as salary adjustments, disciplinary actions, and final approval of staff evaluations completed by the Executive Director;
 - h. Perform other duties as, from time to time, may be assigned by the Board.
4. If the chair is unable to serve the remainder of the chair's term, the vice-chair shall automatically become the chair and the CRTPA shall elect a new vice-chair. In the event of the permanent inability of the Chairperson or Vice-Chairperson of the CRTPA to serve, a new officer(s) will be elected from the membership at the next meeting.

D. Administration

The administration of the CRTPA shall be as set forth in Sections 6.01 through 6.05 of the Interlocal Agreement. The Chairperson shall serve as the principle administrative officer of the Board. The Executive Director shall serve as the principal administrator of the CRTPA's operations and staff and shall have responsibility for advising the Board regarding official CRTPA business and administration.

- 1. The Executive Director shall serve at the pleasure of the Board and shall report directly to the CRTPA Board for all matters regarding the administration and operation of the CRTPA and any additional personnel as deemed necessary. CRTPA staff will report directly to the Executive Director

and serve at the pleasure of the director. The Executive Director shall have authority to:

- a. Approve expenditures for the normal operations of staff and planning projects not to exceed \$25,000 as long as those expenditures are consistent with the adopted Unified Planning Work Program (UPWP). Any item over this amount requires approval by the Executive Committee or the CRTPA Board;
 - b. Approve routine staff travel;
 - c. Hire, fire, assign duties to, and evaluate CRTPA staff, subject to review and concurrence of the Chairperson; and
 - d. Sign invoices, grant applications, and routine communications with local, state and federal agencies, except in those instances when the signature of the chair is required.
2. The Executive Director, or designee, is responsible for the CRTPA meeting minutes and all notices and agendas for future meetings. The Executive Director shall also perform such other and additional duties as are necessary to carry out the objectives and functions of the CRTPA and the directives from the CRTPA membership.
 3. The CRTPA General Counsel shall be under a legal services contract, the term of which is not to exceed thirty-six (36) months and shall serve at the pleasure of the Board and shall perform such duties assigned by the Board, the Chairperson or the Executive Director.
 4. Executive Committee
 - a. The CRTPA shall establish an Executive Committee comprised of the Chair, Vice-Chair and immediate Past-Chair. The Executive Committee shall meet as directed by the Chair for any items not requiring board action. The Executive Committee at meet at least one week prior to a regularly scheduled CRTPA meeting for items that will require Board action at that Board meeting.
 - b. Should the CRTPA determine that the composition of the Executive Committee, as provided for in section a, above, does not adequately provide the level of representation that the CRTPA desires, the CRTPA may expand the Executive Committee to include additional members, as the CRTPA determines is appropriate. The addition of any other members will only be for the term of the present Executive Committee. Any additional members appointed shall have the

appointment automatically terminated upon the election of new_ officers for the CRTPA. The appointment of additional members shall be by simple majority as provided herein.

- c. The duties of the Executive Committee shall include:
 - Advise and provide direction to the Executive Director on critical issues as they arise
 - An annual evaluation of the Executive Director
 - Review of the annual CRTPA Budget and Unified Planning Work Program (UPWP)
 - Development of annual legislative priorities in consultation with the designated MPOAC representative.
 - Review of legislative issues during session
 - Establishment of CRTPA personnel policies and procedures
 - Review of contracts
 - Emergency approval of time-sensitive items
- d. The Board shall have the authority to delegate additional duties to the Executive Committee.
- e. As needed, the above duties of the Executive Committee shall be provided to the full Board.

E. Meetings

1. Regular meetings of the CRTPA shall be held as needed in the Tallahassee City Commission Chambers or other locations designated by the Chairperson.
2. Meetings will be held on the third Tuesday of each month, with the exception of July and August and such other times as scheduled by the Chairperson. Meeting dates will be adjusted by the Chairperson to accommodate holidays or other conflicts.
3. Special meetings of the CRTPA may be called by the Chairperson, or in the absence of the chair, by the vice-chair. Special meetings may also be called on the initiative of four (4) or more voting members petitioning the chair.
4. There must be majority representation to constitute a quorum for the transaction of business. A quorum is defined as 51% of the voting interest of the CRTPA. An affirmative vote shall consist of a majority vote of the total quorum present. A quorum must be present for any matters to be voted on at any duly called CRTPA meeting.

5. Agenda materials for the CRTPA meetings shall be distributed to Board Members no later than seven days prior to the meeting, unless otherwise decided by the Chairperson. Supplemental materials shall be provided to the Board Members as soon as practicable.
6. Meetings will be open to the public. Citizen comments and suggestions are welcomed. Any group which requests in writing will be notified of CRTPA meetings. Members of the public are allowed to speak on any items not on the Agenda during the Public Comment period, with established time limits, and by providing a Speaker Card at the CRTPA meeting as set out in section F.

Members of the public are allowed to comment on items on the agenda at the appropriate time following the same established rules for time limits and providing speaker cards.

7. The CRTPA may choose to hold workshops from time to time. A quorum shall not be necessary for conducting a workshop; however, all workshops shall be noticed in the same manner as regular meetings of the CRTPA.
8. The most current edition of Roberts Rules of Order Revised is the adopted rule of meeting procedure. The Chairperson (or the Vice Chairperson when serving as Chairperson) shall preside at all meetings.
9. The General Counsel or his designee shall serve as the “parliamentarian”. The CRTPA General Counsel shall advise the Chairperson and the Board at the direction of the Chairperson.
10. CRTPA meetings will be recorded and minutes will be prepared.
11. Where a Super-Majority Vote is required by the Interlocal Agreement or CRTPA Bylaws, such Super-Majority Vote shall be defined as two-thirds of the vote of the Board members in attendance and no less than 67 points, regardless of the number of members in attendance.
12. The Executive Director shall serve as the clerk of the CRTPA.
13. As necessary, subcommittees and the chair of subcommittees shall be designated by the chair to investigate and report on specific subject areas of interest to the CRTPA. A subcommittee shall consist of at least three members.

F. Citizen Participation at Board Meetings

1. Citizen comments will be accepted during the meeting during the public comment portion of an action item or the designated Citizen Comment section of the meeting agenda.
2. Citizens may speak on issues related to the approved agenda or any issue for which the CRTPA has the statutory authority to act upon.
3. In order to maintain an orderly flow of public comment, citizens will be asked to complete a Request to Speak card. If the citizen is unable to complete the card, s/he will be assisted by the CRTPA staff.
4. Citizens will be allowed to speak for three minutes.
5. Large groups of citizens wishing to speak are encouraged to designate a spokesperson to represent their views.

G. Bylaw Amendments

The CRTPA Bylaws may be amended by a majority vote of the CRTPA. The CRTPA Board may adopt resolutions as necessary to implement, supplement or clarify the CRTPA Bylaws, but shall not substantively alter the policies or procedures contained in the Bylaws except upon a Super-Majority Vote. No less often than annually, the Board shall consider amendments to the Bylaws to incorporate prior resolutions issued by the Board, as appropriate.

H. Creation of Committees

The following committees have been created by the CRTPA, are ratified herein and shall serve as standing committees, with membership subject to appointment by the CRTPA Board:

1. The Technical Advisory Committee (TAC), which shall function as provided in Section 339.175(6)(d) and (8)(b), Florida Statutes, and as otherwise directed by the CRTPA Board. The TAC serves at the pleasure of the Board.
 - a. The TAC serves in an advisory capacity to the CRTPA on matters related to coordinating transportation planning and programming including, but not limited to, review of CRTPA related transportation studies, reports, plans and programs. The TAC shall assist the CRTPA by providing technical resources and recommendations as requested.
 - b. The membership of the TAC must include, whenever possible, planners; engineers; representatives of local aviation authorities, port

authorities, and public transit authorities or representatives of aviation departments, seaport departments, and public transit departments of municipal or county governments, as applicable; the school superintendent of each county within the jurisdiction of the CRTPA or the superintendent's designee; and other appropriate representatives of affected local governments.

- c. In addition to any other duties assigned to it by the CRTPA or by state or federal law, the TAC is responsible for considering safe access to schools in its review of transportation project priorities, long-range transportation plans, and transportation improvement programs, and shall advise the CRTPA on such matters.
 - d. In addition, the TAC shall coordinate its actions with local school boards and other local programs and organizations within the metropolitan area which participate in school safety activities, such as locally established community traffic safety teams. Local school boards must provide the CRTPA with information concerning future school sites and in the coordination of transportation service.
 - e. The TAC shall have additional advisory (non-voting) members as the CRTPA deems advisable.
 - f. Each member of the TAC is expected to demonstrate interest in the technical advisory committee's activities through attendance at the regularly scheduled meetings except for reasons of an unavoidable nature. A majority of the TAC may recommend the removal of any member who fails to attend, or arrange for an alternate to attend, three or more meetings in a one-year period. Such recommendations shall be forwarded to the appointing agency or governmental unit through the CRTPA Executive Director.
2. The Citizens Advisory Committee (known as the Citizens Multimodal Advisory Committee) (CMAC), which shall function as provided in Section 339.175(6)(e)1 and (8)(b), Florida Statutes, and as otherwise directed by the CRTPA Board. The CMAC serves at the pleasure of the Board. The membership on the CMAC must reflect a broad cross-section of local residents with an interest in the development of an efficient, safe, and cost-effective multimodal transportation system. Minorities, the elderly, and the handicapped must be adequately represented as well as representatives and users of various transportation modes.
- a. The community at large shall be represented in the transportation planning process by the CMAC. The CMAC serves in an advisory capacity to the CRTPA for the purpose of assisting in the formulation of

the CRTPA's goals and objectives, seeking reaction to planning proposals and providing comment with respect to the concerns of various segments of the population regarding their transportation needs.

- b. Notwithstanding the above provisions, the CRTPA may, with the approval of the department and the applicable federal governmental agency, adopt an alternative program or mechanism to ensure citizen involvement in the transportation planning process.

V. CRTPA General Policies

- A. The CRTPA agenda will be limited to required items only as determined by the Chairperson. Board Members are requested to coordinate with the Executive Director on those items that they wish to have considered, so that they can be adequately staffed prior to being heard by the Board.
- B. The Executive Director is directed to assist the Chairperson in scheduling important matters for Board consideration, where practicable, for at least one discussion meeting prior to scheduling the matter for Board action at a subsequent meeting. Notwithstanding the foregoing, unless otherwise provided by law, Board action shall not be delayed nor subject to challenge simply because it was acted upon at the same meeting at which it was first discussed by the Board. Workshops, retreats and delegated subcommittees of Board Members shall also be considered as methods of exchanging information and opinions on and focusing the analysis of important matters that may later come before the Board for action.

VI. CRTPA Specific Policies

- A. Any policy that affects planning efforts and not administration nor procedural policies of the CRTPA shall be adopted solely by resolution and not become part of these bylaws. Examples of this are resolutions that promote bicycle and pedestrian transportation, preservation of right-of-way, and consideration of the needs of the Transportation Disadvantaged in plan development. All resolutions will be kept in a separate section of each member's agenda book for reference purposes.
- B. A majority vote will be required by the CRTPA when amending, adding, or deleting projects from the Transportation Improvement Program (TIP), the Priority Project List, any Project Development and Environment Study, and any intersection improvement study requiring the approval of the CRTPA. Per Chapter 339.175(13) Florida Statutes, any amendment that affects projects in the first three years of the TIP must be approved on a recorded roll-call vote or hand-counted vote of a majority of the membership present.

VII. Modifications to the Long-Range Transportation Plan

- A. A request to amend the Long-Range Transportation Plan (LRTP) will be reviewed by the TAC to determine the technical applicability of the proposal for plan inclusion or removal and the CMAC recommendation, CRTPA Staff recommendation, and the recommendation of the TAC will be forwarded to the CRTPA Board.
- B. If the CRTPA Board determines that the proposed amendment should be considered, the CRTPA Board may initiate the established plan amendment process in compliance and consistent with procedures established in Chapter 339 Florida Statutes and all applicable federal code. Per Chapter 339.175, Florida Statutes, any amendment that affects projects in the first three years of the LRTP must be approved on a recorded roll-call vote or hand-counted vote of a majority of the membership present.
- C. In addition to the required public notification and public hearing of the plan amendment(s), efforts to communicate the plan amendment to the traditionally underserved (populations protected by Title VI of the Civil Rights Act of 1964) will be made and documented.

VIII. Funding of the CRTPA

- A. Each member government shall pay a proportional share of the operating costs of the CRTPA, over and above the amount annually provided by federal and state sources. Proportional costs are based on population. To the extent that funding allocated for CRTPA operations is exceeded by expenses, the balance shall be funded by the members, with the exception of the Leon County School Board, in proportion to their weighted vote without consideration of the weighted vote of the Leon County School Board. The Leon County School Board shall provide in-kind services in lieu of direct funding for CRTPA operations. Unless otherwise agreed by the parties hereto, any change in the weighted voting occurring during the CRTPA's fiscal year shall result in a proration of financial responsibility of the members.
- B. The CRTPA staff will perform only those services required by applicable Federal Code and State Statute. If tasks are requested by the CRTPA that are not part of the statutory duty of the CRTPA staff, additional funding will be provided by the member governments.
- C. An estimate of the amount will be made known in the annual Unified Planning Work Program, prior to July 1. Concurrent with the adoption of the Final Unified Planning Work Program the CRTPA will adopt its budget. The Unified Planning Work Program is the de facto budget of the CRTPA.
- D. Payment of funds by participating governments will be made to the CRTPA no later than December 31.

IX. Notices.

All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be as follows, addressed to the current incumbent:

City of Tallahassee

Mayor
300 South Adams Street
Tallahassee, FL 32301

City Attorney
300 South Adams Street
Tallahassee, FL 32301

Leon County Board of County Commissioners

Chairperson
301 S. Monroe Street, 5th Floor
Tallahassee, Florida 32301

County Attorney
301 S. Monroe Street, Suite 202
Tallahassee, Florida 32301

Gadsden County Board of Commissioners

Chairperson
9-B East Jefferson Street
Post Office Box 1799
Quincy, Florida 32353-1799

Jefferson County Board of County Commissioners

Chairperson
1 Courthouse Circle
Monticello, FL 32344

Wakulla County Board of County Commissioners

Chairperson
3093 Crawfordville Highway
Post Office Box 1263
Crawfordville, FL 32326

Gadsden County Municipalities

Mayor
City of Chattahoochee
P.O. Box 188
Chattahoochee, FL 32324

City Manager
City of Chattahoochee
P.O. Box 188
Chattahoochee, FL 32324

Mayor
Town of Greensboro
150 E 11th Street
Greensboro, FL 32330

Town Manager
Town of Greensboro
150 E 11th Street
Greensboro, FL 32330

Mayor
City of Gretna
Post Office Drawer 220
Gretna, Florida 32332

City Manager
City of Gretna
Post Office Drawer 220
Gretna, Florida 32332

Mayor
Town of Havana
P. O. Box 1068
Havana, FL 32333-1068

Town Manager
Town of Havana
P.O. Box 1068
Havana, FL 32333-1068

Mayor
City of Midway
50 M.L. King Blvd.
Midway, FL 32343

City Manager
City of Midway
50 M.L. King Blvd.
Midway, FL 32343

Mayor
City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351-2328

City Manager
City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351-2328

Leon County School Board
Chairperson
2757 W. Pensacola Street
Tallahassee, Florida 32304

Florida Department of Transportation
District III Secretary
1074 Highway 90
Chipley, Florida 32428

Capital Region Transportation Planning Agency
Executive Director
300 S. Adams Street, Mail Stop A-19
Tallahassee, FL 32301

General Counsel
300 S. Adams Street, Mail Stop A-19
Tallahassee, FL 32301

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address and addressee.